

#10 -  
New Number

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD\*  
CARL C. DAVIS\*  
CHARLES T. KAPPLER  
JOHN H. DOYLE\*  
GEORGE JOHN KETO\*  
MILTON C. GRACE\*  
JAMES C. MARTIN, JR.\*

\*NOT A MEMBER OF D.C. BAR  
\*ALSO ADMITTED IN NEW YORK  
\*ALSO ADMITTED IN OHIO  
\*ALSO ADMITTED IN MARYLAND

LAW OFFICES  
**ALVORD AND ALVORD**  
200 WORLD CENTER BUILDING  
918 SIXTEENTH STREET, N.W.  
WASHINGTON, D.C.  
20006-2973

OF COUNSEL  
JESS LARSON  
JOHN L. INGOLDSBY  
URBAN A. LESTER

CABLE ADDRESS  
"ALVORD"

TELEPHONE  
AREA CODE 202  
393-2266

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RECORDATION NO. FILE 1226

NOV 30 1987 - 11 55 AM

INTERSTATE COMMERCE COMMISSION  
November 30, 1987

7-334A030

100 UP OF  
THE 1987  
NOV 30 11 48 AM '87  
MOTOR OPERATING UNIT

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C.

No.   
Date NOV 30 1987  
Fee \$ 10.00  
ICC Washington, D.C.

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are the original and six (6) counterparts of a Security Agreement dated as of November 1, 1987 together with an attached Assignment, a primary document as defined in the Commission's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated  
3301 Rider Trail South  
Earth City, Missouri 63045

Secured Party: HCFS Business Equipment Corporation  
2700 Sanders Road  
Prospect Heights, Illinois 60070

A description of the railroad equipment covered by the enclosed document is set forth in Schedule B attached hereto and made a part hereof.

Also enclosed is a check in the amount of \$10 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Counterpart - C. Kappler


Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
November 30, 1987  
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Kindly return stamped copies of the enclosed document not needed for your files to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed primary document to appear in the Commission's Index is:

Security Agreement dated as of November 1, 1987 between ACF Industries, Incorporated, Debtor, and HCFS Business Equipment Corporation, Secured Party, covering five hundred eighty-three (583) covered hopper cars and tank cars.

Very truly yours,

  
Charles T. Kappler

Enclosures

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39747
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39748
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39749
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39752
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39753
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39754
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39755
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39770
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39775
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39778
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39779
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39780
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39781
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39782
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39783
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39784
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39785
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39786
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39787
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39788
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39789
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39790
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39791
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39792
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39793
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39794
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39795
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39796
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39797
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39798
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39799
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39800
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39801
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39802
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39803
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39804
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39805
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39806
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39807
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39808
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39809
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39810
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39811
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39812
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39813
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39814
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39815
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39816
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39817
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39818
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39819
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39820

## SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39821
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39822
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64701
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64702
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64703
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64704
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64705
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64706
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64707
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64708
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64709
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64710
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64501
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64502
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64503
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64504
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64505
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64506
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64507
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64508
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64509
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64510
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64511
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64512
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64513
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64514
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64515
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64516
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64517
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64518
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64519
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64520
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64521
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64522
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64523
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64524
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64525
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64526
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64527
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64528
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64529
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64530
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64531
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64532
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64533
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64534
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64535
4-4223	CENTERFLOW	C714	ACFX	41066
4-4223	CENTERFLOW	C714	ACFX	41067
C-4251	PRESSUREAIDE	C614	ACFX	51427
C-4251	PRESSUREAIDE	C614	ACFX	51428
C-4282	PRESSUREAIDE	C614	ACFX	51462

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
C-4282	PRESSUREAIDE	C614	ACFX	51463
C-4282	PRESSUREAIDE	C614	ACFX	51464
C-4282	PRESSUREAIDE	C614	ACFX	51465
C-4282	PRESSUREAIDE	C614	ACFX	51466
C-4282	PRESSUREAIDE	C614	ACFX	51467
5-4210	PRESSUREAIDE	C614	ACFX	51394
5-4210	PRESSUREAIDE	C614	ACFX	51395
5-4210	PRESSUREAIDE	C614	ACFX	51396
5-4210	PRESSUREAIDE	C614	ACFX	51397
5-4210	PRESSUREAIDE	C614	ACFX	51398
5-4210	PRESSUREAIDE	C614	ACFX	51399
5-4210	PRESSUREAIDE	C614	ACFX	51400
5-4210	PRESSUREAIDE	C614	ACFX	51401
5-4210	PRESSUREAIDE	C614	ACFX	51402
5-4210	PRESSUREAIDE	C614	ACFX	51403
5-4210	PRESSUREAIDE	C614	ACFX	51404
5-4210	PRESSUREAIDE	C614	ACFX	51406
5-4210	PRESSUREAIDE	C614	ACFX	51408
5-4210	PRESSUREAIDE	C614	ACFX	51409
5-4210	PRESSUREAIDE	C614	ACFX	51410
5-4210	PRESSUREAIDE	C614	ACFX	51411
5-4210	PRESSUREAIDE	C614	ACFX	51412
5-4210	PRESSUREAIDE	C614	ACFX	51413
5-4210	PRESSUREAIDE	C614	ACFX	51414
5-4210	PRESSUREAIDE	C614	ACFX	51416
5-4210	PRESSUREAIDE	C614	ACFX	51417
5-4210	PRESSUREAIDE	C614	ACFX	51418
5-4210	PRESSUREAIDE	C614	ACFX	51419
MSC C-6874 RIDER 165	TANK	T106	ACFX	71717
MSC C-6874 RIDER 165	TANK	T106	ACFX	71718
MSC C-6874 RIDER 165	TANK	T106	ACFX	71719
MSC C-6874 RIDER 165	TANK	T106	ACFX	71720
MSC C-6874 RIDER 165	TANK	T106	ACFX	71721
5-4194	PRESSUREAIDE	C614	ACFX	51392
4-4224	CENTERFLOW	C614	ACFX	41076
4-4224	CENTERFLOW	C614	ACFX	41077
MSC 2-0002 RIDER 199	TANK	T104	ACFX	71600
MSC 2-0002 RIDER 199	TANK	T104	ACFX	71601
MSC 2-0002 RIDER 199	TANK	T104	ACFX	71602
MSC 2-0002 RIDER 199	TANK	T104	ACFX	71603
MSC 2-0002 RIDER 199	TANK	T104	ACFX	71604
MSC 2-0002 RIDER 199	TANK	T104	ACFX	71605
MSC 2-0002 RIDER 199	TANK	T104	ACFX	71606
MSC 2-0002 RIDER 199	TANK	T104	ACFX	71607
MSC 2-0002 RIDER 199	TANK	T104	ACFX	71608
MSC 2-0002 RIDER 199	TANK	T104	ACFX	71609
MSC 2-0002 RIDER 199	TANK	T104	ACFX	71610
MSC 2-0002 RIDER 199	TANK	T104	ACFX	71611
MSC 2-0002 RIDER 199	TANK	T104	ACFX	71612
MSC 2-0002 RIDER 199	TANK	T104	ACFX	71613
MSC 2-0002 RIDER 199	TANK	T104	ACFX	71614
MSC 2-0002 RIDER 199	TANK	T104	ACFX	71615

# SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71616
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71617
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71618
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71619
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71620
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71621
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71622
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71623
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71624
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71625
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71626
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71627
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71628
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71629
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71630
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71631
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71632
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71633
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71634
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71635
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71636
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71637
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71638
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71639
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71640
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71641
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71642
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71643
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71644
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71645
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71646
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71647
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71648
MSC 2-0002	RIDER 199 TANK	T104	ACFX	71649
C-4217	PRESSUREAIDE	C614	ACFX	51426
2-4121	TANK	T073	ACFX	71591
2-4121	TANK	T073	ACFX	71592
2-4121	TANK	T073	ACFX	71593
2-4121	TANK	T073	ACFX	71594
2-4121	TANK	T073	ACFX	71595
2-4121	TANK	T073	ACFX	71596
2-4121	TANK	T073	ACFX	71597
2-4121	TANK	T073	ACFX	71598
2-4121	TANK	T073	ACFX	71599
C-4161	PRESSUREAIDE	C614	ACFX	51373
5-4160	TANK	T906	ACFX	77292
5-4160	TANK	T906	ACFX	77293
5-4160	TANK	T906	ACFX	77294
5-4160	TANK	T906	ACFX	77295
5-4160	TANK	T906	ACFX	77296
5-4160	TANK	T906	ACFX	77297
C-4209	PRESSUREAIDE	C614	ACFX	51393

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-4284	PRESSUREAIDE	C614	ACFX	51468
3-4284	PRESSUREAIDE	C614	ACFX	51469
3-4284	PRESSUREAIDE	C614	ACFX	51470
3-4284	PRESSUREAIDE	C614	ACFX	51471
3-4284	PRESSUREAIDE	C614	ACFX	51472
3-4284	PRESSUREAIDE	C614	ACFX	51473
3-4284	PRESSUREAIDE	C614	ACFX	51474
3-4284	PRESSUREAIDE	C614	ACFX	51475
3-4284	PRESSUREAIDE	C614	ACFX	51476
3-4284	PRESSUREAIDE	C614	ACFX	51477
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71541
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71542
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71543
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71544
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71545
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71546
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71547
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71548
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71549
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71550
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71551
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71552
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71553
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71554
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71555
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71556
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71557
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71558
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71559
MSC-C-3729 RIDER 056	TANK	T108	ACFX	71560
C-4093	TANK	T104	ACFX	71571
C-4093	TANK	T104	ACFX	71572
C-4093	TANK	T104	ACFX	71573
C-4093	TANK	T104	ACFX	71574
C-4093	TANK	T104	ACFX	71575
C-4093	TANK	T104	ACFX	71576
C-4093	TANK	T104	ACFX	71577
C-4093	TANK	T104	ACFX	71578
C-4093	TANK	T104	ACFX	71579
C-4093	TANK	T104	ACFX	71580
C-4093	TANK	T104	ACFX	71581
C-4093	TANK	T104	ACFX	71582
C-4093	TANK	T104	ACFX	71583
C-4093	TANK	T104	ACFX	71584
C-4093	TANK	T104	ACFX	71585
C-4093	TANK	T104	ACFX	71586
C-4093	TANK	T104	ACFX	71587
C-4093	TANK	T104	ACFX	71588
C-4093	TANK	T104	ACFX	71589
C-4093	TANK	T104	ACFX	71590
C-4156	TANK	T104	ACFX	71683
C-4156	TANK	T104	ACFX	71684

# SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
C-4156	TANK	T104	ACFX	71685
C-4156	TANK	T104	ACFX	71686
C-4156	TANK	T104	ACFX	71687
C-4273	PRESSUREAIDE	C614	ACFX	51436
C-4273	PRESSUREAIDE	C614	ACFX	51437
C-4273	PRESSUREAIDE	C614	ACFX	51438
C-4273	PRESSUREAIDE	C614	ACFX	51439
C-4273	PRESSUREAIDE	C614	ACFX	51440
C-4273	PRESSUREAIDE	C614	ACFX	51441
C-4273	PRESSUREAIDE	C614	ACFX	51442
C-4273	PRESSUREAIDE	C614	ACFX	51443
C-4273	PRESSUREAIDE	C614	ACFX	51444
C-4273	PRESSUREAIDE	C614	ACFX	51445
C-4273	PRESSUREAIDE	C614	ACFX	51446
C-4273	PRESSUREAIDE	C614	ACFX	51447
C-4273	PRESSUREAIDE	C614	ACFX	51448
C-4273	PRESSUREAIDE	C614	ACFX	51449
C-4273	PRESSUREAIDE	C614	ACFX	51450
C-4273	PRESSUREAIDE	C614	ACFX	51451
C-4273	PRESSUREAIDE	C614	ACFX	51452
C-4273	PRESSUREAIDE	C614	ACFX	51453
C-4273	PRESSUREAIDE	C614	ACFX	51454
C-4273	PRESSUREAIDE	C614	ACFX	51455
4-4192	CENTERFLOW	C214	ACFX	41037
4-4192	CENTERFLOW	C214	ACFX	41038
4-4192	CENTERFLOW	C214	ACFX	41039
4-4192	CENTERFLOW	C214	ACFX	41040
4-4192	CENTERFLOW	C214	ACFX	41041
4-4192	CENTERFLOW	C214	ACFX	41042
4-4192	CENTERFLOW	C214	ACFX	41043
4-4192	CENTERFLOW	C214	ACFX	41044
4-4192	CENTERFLOW	C214	ACFX	41045
4-4192	CENTERFLOW	C214	ACFX	41046
4-4192	CENTERFLOW	C214	ACFX	41047
4-4192	CENTERFLOW	C214	ACFX	41048
4-4192	CENTERFLOW	C214	ACFX	41049
4-4192	CENTERFLOW	C214	ACFX	41051
4-4192	CENTERFLOW	C214	ACFX	41052
4-4192	CENTERFLOW	C214	ACFX	41053
4-4192	CENTERFLOW	C214	ACFX	41054
4-4202	CENTERFLOW	C214	ACFX	64607
4-4202	CENTERFLOW	C214	ACFX	64608
4-4202	CENTERFLOW	C214	ACFX	64609
4-4202	CENTERFLOW	C214	ACFX	64610
4-4202	CENTERFLOW	C214	ACFX	64611
4-4202	CENTERFLOW	C214	ACFX	64612
4-4202	CENTERFLOW	C214	ACFX	64613
4-4202	CENTERFLOW	C214	ACFX	64614
4-4202	CENTERFLOW	C214	ACFX	64615
4-4202	CENTERFLOW	C214	ACFX	64616
4-4202	CENTERFLOW	C214	ACFX	64617
4-4202	CENTERFLOW	C214	ACFX	64618



SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-4202	CENTERFLOW	C214	ACFX	64619
4-4202	CENTERFLOW	C214	ACFX	64620
4-4202	CENTERFLOW	C214	ACFX	64621
4-4202	CENTERFLOW	C214	ACFX	64622
4-4202	CENTERFLOW	C214	ACFX	64623
4-4202	CENTERFLOW	C214	ACFX	64624
4-4202	CENTERFLOW	C214	ACFX	64625
4-4202	CENTERFLOW	C214	ACFX	64626
4-4202	CENTERFLOW	C214	ACFX	64627
4-4202	CENTERFLOW	C214	ACFX	64628
4-4202	CENTERFLOW	C214	ACFX	64629
4-4202	CENTERFLOW	C214	ACFX	64630
4-4202	CENTERFLOW	C214	ACFX	64631
4-4202	CENTERFLOW	C214	ACFX	64632
4-4202	CENTERFLOW	C214	ACFX	64633
4-4202	CENTERFLOW	C214	ACFX	64634
4-4202	CENTERFLOW	C214	ACFX	64635
4-4202	CENTERFLOW	C214	ACFX	64636
4-4202	CENTERFLOW	C214	ACFX	64637
4-4202	CENTERFLOW	C214	ACFX	64638
4-4202	CENTERFLOW	C214	ACFX	64639
4-4202	CENTERFLOW	C214	ACFX	64640
4-4202	CENTERFLOW	C214	ACFX	64641
4-4202	CENTERFLOW	C214	ACFX	64642
4-4202	CENTERFLOW	C214	ACFX	64643
4-4202	CENTERFLOW	C214	ACFX	64644
4-4202	CENTERFLOW	C214	ACFX	64645
4-4202	CENTERFLOW	C214	ACFX	64646
4-4202	CENTERFLOW	C214	ACFX	64647
4-4202	CENTERFLOW	C214	ACFX	64648
4-4202	CENTERFLOW	C214	ACFX	64649
4-4202	CENTERFLOW	C214	ACFX	64650
4-4202	CENTERFLOW	C214	ACFX	64651
4-4202	CENTERFLOW	C214	ACFX	64652
4-4202	CENTERFLOW	C214	ACFX	64653
4-4202	CENTERFLOW	C214	ACFX	64654
4-4202	CENTERFLOW	C214	ACFX	64655
4-4202	CENTERFLOW	C214	ACFX	64656
4-4202	CENTERFLOW	C214	ACFX	64657
4-4202	CENTERFLOW	C214	ACFX	64658
4-4202	CENTERFLOW	C214	ACFX	64659
4-4202	CENTERFLOW	C214	ACFX	64660
4-4202	CENTERFLOW	C214	ACFX	64661
4-4202	CENTERFLOW	C214	ACFX	64662
4-4202	CENTERFLOW	C214	ACFX	64663
4-4202	CENTERFLOW	C214	ACFX	64664
4-4202	CENTERFLOW	C214	ACFX	64665
4-4202	CENTERFLOW	C214	ACFX	64666
4-4202	CENTERFLOW	C214	ACFX	64667
4-4202	CENTERFLOW	C214	ACFX	64668
4-4202	CENTERFLOW	C214	ACFX	64669
4-4202	CENTERFLOW	C214	ACFX	64670

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-4202	CENTERFLOW	C214	ACFX	64671
4-4202	CENTERFLOW	C214	ACFX	64672
4-4202	CENTERFLOW	C214	ACFX	64673
4-4202	CENTERFLOW	C214	ACFX	64674
4-4202	CENTERFLOW	C214	ACFX	64675
4-4202	CENTERFLOW	C214	ACFX	64676
4-4202	CENTERFLOW	C214	ACFX	64677
4-4202	CENTERFLOW	C214	ACFX	64678
4-4202	CENTERFLOW	C214	ACFX	64679
4-4202	CENTERFLOW	C214	ACFX	64680
4-4202	CENTERFLOW	C214	ACFX	64681
4-4202	CENTERFLOW	C214	ACFX	64682
4-4202	CENTERFLOW	C214	ACFX	64683
4-4202	CENTERFLOW	C214	ACFX	64684
4-4202	CENTERFLOW	C214	ACFX	64685
4-4202	CENTERFLOW	C214	ACFX	64686
4-4202	CENTERFLOW	C214	ACFX	64687
4-4202	CENTERFLOW	C214	ACFX	64688
4-4202	CENTERFLOW	C214	ACFX	64689
4-4202	CENTERFLOW	C214	ACFX	64690
4-4202	CENTERFLOW	C214	ACFX	64691
4-4202	CENTERFLOW	C214	ACFX	64692
4-4202	CENTERFLOW	C214	ACFX	64693
4-4202	CENTERFLOW	C214	ACFX	64694
4-4202	CENTERFLOW	C214	ACFX	64695
4-4202	CENTERFLOW	C214	ACFX	64696
4-4202	CENTERFLOW	C214	ACFX	64697
4-4202	CENTERFLOW	C214	ACFX	64698
4-4202	CENTERFLOW	C214	ACFX	64699
4-4202	CENTERFLOW	C214	ACFX	64700
4-4332	CENTERFLOW	C214	ACFX	65021
4-4332	CENTERFLOW	C214	ACFX	65036
4-4332	CENTERFLOW	C214	ACFX	65053
4-4157	CENTERFLOW	C214	ACFX	40851
4-4157	CENTERFLOW	C214	ACFX	40852
4-4157	CENTERFLOW	C214	ACFX	40853
4-4157	CENTERFLOW	C214	ACFX	40854
4-4157	CENTERFLOW	C214	ACFX	40855
4-4157	CENTERFLOW	C214	ACFX	40856
4-4157	CENTERFLOW	C214	ACFX	40857
4-4157	CENTERFLOW	C214	ACFX	40858
4-4157	CENTERFLOW	C214	ACFX	40859
4-4157	CENTERFLOW	C214	ACFX	40860
4-4157	CENTERFLOW	C214	ACFX	40861
4-4157	CENTERFLOW	C214	ACFX	40862
4-4157	CENTERFLOW	C214	ACFX	40863
4-4157	CENTERFLOW	C214	ACFX	40864
4-4157	CENTERFLOW	C214	ACFX	40865
4-4157	CENTERFLOW	C214	ACFX	40866
4-4157	CENTERFLOW	C214	ACFX	40867
4-4157	CENTERFLOW	C214	ACFX	40868
4-4157	CENTERFLOW	C214	ACFX	40869

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-4157	CENTERFLOW	C214	ACFX	40870
4-4157	CENTERFLOW	C214	ACFX	40871
4-4157	CENTERFLOW	C214	ACFX	40872
4-4157	CENTERFLOW	C214	ACFX	40873
4-4157	CENTERFLOW	C214	ACFX	40874
4-4157	CENTERFLOW	C214	ACFX	40875
4-4157	CENTERFLOW	C214	ACFX	40876
4-4157	CENTERFLOW	C214	ACFX	40877
4-4157	CENTERFLOW	C214	ACFX	40878
4-4157	CENTERFLOW	C214	ACFX	40879
4-4157	CENTERFLOW	C214	ACFX	40880
4-4157	CENTERFLOW	C214	ACFX	40881
4-4157	CENTERFLOW	C214	ACFX	40882
4-4157	CENTERFLOW	C214	ACFX	40883
4-4157	CENTERFLOW	C214	ACFX	40884
4-4157	CENTERFLOW	C214	ACFX	40885
4-4157	CENTERFLOW	C214	ACFX	40886
4-4157	CENTERFLOW	C214	ACFX	40887
4-4157	CENTERFLOW	C214	ACFX	40888
4-4157	CENTERFLOW	C214	ACFX	40889
4-4157	CENTERFLOW	C214	ACFX	40890
4-4157	CENTERFLOW	C214	ACFX	40891
4-4157	CENTERFLOW	C214	ACFX	40892
4-4157	CENTERFLOW	C214	ACFX	40893
4-4157	CENTERFLOW	C214	ACFX	40894
4-4157	CENTERFLOW	C214	ACFX	40895
4-4157	CENTERFLOW	C214	ACFX	40896
4-4157	CENTERFLOW	C214	ACFX	40897
4-4157	CENTERFLOW	C214	ACFX	40898
4-4157	CENTERFLOW	C214	ACFX	40899
4-4157	CENTERFLOW	C214	ACFX	40900
4-4157	CENTERFLOW	C214	ACFX	40901
4-4157	CENTERFLOW	C214	ACFX	40902
4-4157	CENTERFLOW	C214	ACFX	40903
4-4157	CENTERFLOW	C214	ACFX	40904
4-4157	CENTERFLOW	C214	ACFX	40905
4-4157	CENTERFLOW	C214	ACFX	40906
4-4157	CENTERFLOW	C214	ACFX	40907
4-4157	CENTERFLOW	C214	ACFX	40908
4-4157	CENTERFLOW	C214	ACFX	40909
4-4157	CENTERFLOW	C214	ACFX	40910
4-4157	CENTERFLOW	C214	ACFX	40911
4-4157	CENTERFLOW	C214	ACFX	40912
4-4157	CENTERFLOW	C214	ACFX	40913
4-4157	CENTERFLOW	C214	ACFX	40914
4-4157	CENTERFLOW	C214	ACFX	40915
4-4157	CENTERFLOW	C214	ACFX	40916
4-4157	CENTERFLOW	C214	ACFX	40917
4-4157	CENTERFLOW	C214	ACFX	40918
4-4157	CENTERFLOW	C214	ACFX	40919
4-4157	CENTERFLOW	C214	ACFX	40920
4-4157	CENTERFLOW	C214	ACFX	40921

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-4157	CENTERFLOW	C214	ACFX	40922
4-4157	CENTERFLOW	C214	ACFX	40923
4-4157	CENTERFLOW	C214	ACFX	40924
4-4157	CENTERFLOW	C214	ACFX	40925
4-4157	CENTERFLOW	C214	ACFX	40926
4-4157	CENTERFLOW	C214	ACFX	40927
4-4157	CENTERFLOW	C214	ACFX	40928
4-4157	CENTERFLOW	C214	ACFX	40929
4-4157	CENTERFLOW	C214	ACFX	40930
4-4157	CENTERFLOW	C214	ACFX	40931
4-4157	CENTERFLOW	C214	ACFX	40932
4-4157	CENTERFLOW	C214	ACFX	40933
4-4157	CENTERFLOW	C214	ACFX	40934
4-4157	CENTERFLOW	C214	ACFX	40935
4-4157	CENTERFLOW	C214	ACFX	40936
4-4157	CENTERFLOW	C214	ACFX	40937
4-4157	CENTERFLOW	C214	ACFX	40938
4-4157	CENTERFLOW	C214	ACFX	40939
4-4157	CENTERFLOW	C214	ACFX	40940
4-4157	CENTERFLOW	C214	ACFX	40941
4-4157	CENTERFLOW	C214	ACFX	40942
4-4157	CENTERFLOW	C214	ACFX	40943
4-4157	CENTERFLOW	C214	ACFX	40944
4-4157	CENTERFLOW	C214	ACFX	40945
4-4157	CENTERFLOW	C214	ACFX	40946
4-4157	CENTERFLOW	C214	ACFX	40947
4-4157	CENTERFLOW	C214	ACFX	40948
4-4157	CENTERFLOW	C214	ACFX	40949
4-4157	CENTERFLOW	C214	ACFX	40950
4-4157	CENTERFLOW	C214	ACFX	40951
4-4157	CENTERFLOW	C214	ACFX	40952
4-4157	CENTERFLOW	C214	ACFX	40953
4-4157	CENTERFLOW	C214	ACFX	40954
4-4157	CENTERFLOW	C214	ACFX	40955
4-4157	CENTERFLOW	C214	ACFX	40956
4-4157	CENTERFLOW	C214	ACFX	40957
4-4157	CENTERFLOW	C214	ACFX	40958
4-4157	CENTERFLOW	C214	ACFX	40959
4-4157	CENTERFLOW	C214	ACFX	40960
4-4157	CENTERFLOW	C214	ACFX	40961
4-4157	CENTERFLOW	C214	ACFX	40962
4-4157	CENTERFLOW	C214	ACFX	40963
4-4157	CENTERFLOW	C214	ACFX	40964
4-4157	CENTERFLOW	C214	ACFX	40965
4-4157	CENTERFLOW	C214	ACFX	40966
4-4157	CENTERFLOW	C214	ACFX	40967
4-4157	CENTERFLOW	C214	ACFX	40968
4-4157	CENTERFLOW	C214	ACFX	40969
4-4157	CENTERFLOW	C214	ACFX	40970
4-4157	CENTERFLOW	C214	ACFX	40971
4-4157	CENTERFLOW	C214	ACFX	40972
4-4157	CENTERFLOW	C214	ACFX	40973

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-4157	CENTERFLOW	C214	ACFX	40974
4-4157	CENTERFLOW	C214	ACFX	40975
4-4157	CENTERFLOW	C214	ACFX	40976
4-4157	CENTERFLOW	C214	ACFX	40977
4-4157	CENTERFLOW	C214	ACFX	40978
4-4157	CENTERFLOW	C214	ACFX	40979
4-4157	CENTERFLOW	C214	ACFX	40980
4-4157	CENTERFLOW	C214	ACFX	40981
4-4157	CENTERFLOW	C214	ACFX	40982
4-4157	CENTERFLOW	C214	ACFX	40983
4-4157	CENTERFLOW	C214	ACFX	40984
4-4157	CENTERFLOW	C214	ACFX	40985
4-4157	CENTERFLOW	C214	ACFX	40986
4-4157	CENTERFLOW	C214	ACFX	40987
4-4157	CENTERFLOW	C214	ACFX	40988
4-4157	CENTERFLOW	C214	ACFX	40989
4-4157	CENTERFLOW	C214	ACFX	40990
4-4157	CENTERFLOW	C214	ACFX	40991
4-4157	CENTERFLOW	C214	ACFX	40992
4-4157	CENTERFLOW	C214	ACFX	40993
4-4157	CENTERFLOW	C214	ACFX	40994
4-4157	CENTERFLOW	C214	ACFX	40995
4-4157	CENTERFLOW	C214	ACFX	40996
4-4157	CENTERFLOW	C214	ACFX	40997
4-4157	CENTERFLOW	C214	ACFX	40998
4-4157	CENTERFLOW	C214	ACFX	40999
4-4157	CENTERFLOW	C214	ACFX	41000
4-4157	CENTERFLOW	C214	ACFX	41001
4-4157	CENTERFLOW	C214	ACFX	41002
4-4157	CENTERFLOW	C214	ACFX	41003
4-4157	CENTERFLOW	C214	ACFX	41004
4-4157	CENTERFLOW	C214	ACFX	41005
4-4157	CENTERFLOW	C214	ACFX	41006
4-4157	CENTERFLOW	C214	ACFX	41007
4-4157	CENTERFLOW	C214	ACFX	41008
4-4157	CENTERFLOW	C214	ACFX	41009
4-4157	CENTERFLOW	C214	ACFX	41010
4-4157	CENTERFLOW	C214	ACFX	41011
4-4157	CENTERFLOW	C214	ACFX	41012
4-4157	CENTERFLOW	C214	ACFX	41013
4-4157	CENTERFLOW	C214	ACFX	41014
4-4157	CENTERFLOW	C214	ACFX	41015
4-4157	CENTERFLOW	C214	ACFX	41016
4-4157	CENTERFLOW	C214	ACFX	41017
4-4157	CENTERFLOW	C214	ACFX	41018
4-4157	CENTERFLOW	C214	ACFX	41019
4-4157	CENTERFLOW	C214	ACFX	41020
4-4157	CENTERFLOW	C214	ACFX	41021
4-4157	CENTERFLOW	C214	ACFX	41022
4-4157	CENTERFLOW	C214	ACFX	41023
4-4157	CENTERFLOW	C214	ACFX	41024
4-4157	CENTERFLOW	C214	ACFX	41025

# SCHEDULE 8 TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-4157	CENTERFLOW	C214	ACFX	41026
4-4157	CENTERFLOW	C214	ACFX	41027
4-4157	CENTERFLOW	C214	ACFX	41028
4-4157	CENTERFLOW	C214	ACFX	41029
4-4157	CENTERFLOW	C214	ACFX	41030
4-4157	CENTERFLOW	C214	ACFX	41031
4-4157	CENTERFLOW	C214	ACFX	41032
4-4157	CENTERFLOW	C214	ACFX	41033
4-4157	CENTERFLOW	C214	ACFX	41034
4-4157	CENTERFLOW	C214	ACFX	41035
4-4157	CENTERFLOW	C214	ACFX	41036

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

Charles T. Kappler, Esq.  
Alvord & Alvord  
918 16th Street N. W.  
Washington, D.C. 20006

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/30/87 at 11:55AM, and assigned re-recording number(s) 15390 & 14863-M & 14863-N

Sincerely yours,

*Norata R. McGee*  
Secretary

Enclosure(s)

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INTERSTATE COMMERCE COMMISSION

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**SECURITY AGREEMENT**

**BETWEEN**

**ACF INDUSTRIES, INCORPORATED  
AS DEBTOR**

**AND**

**HCFS BUSINESS EQUIPMENT CORPORATION  
AS SECURED PARTY**

**Dated as of November 1, 1987**

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## **SECURITY AGREEMENT**

**THIS SECURITY AGREEMENT** is dated as of November 1, 1987 (the "Security Agreement") between ACF Industries, Incorporated, a New Jersey corporation (the "Debtor"), and HCFS Business Equipment Corporation, a Delaware corporation (the "Secured Party") parties to the Secured Loan Agreement (the "Loan Agreement") dated as of November 1, 1987, as the same may be amended, modified or supplemented from time to time.

### **RECITALS**

A. Pursuant to the provisions of the Loan Agreement and subject to the conditions therein set forth, the Secured Party has agreed to make Loans to the Debtor.

B. Secured Party is willing to make Loans to Debtor only if Debtor grants to Secured Party a security interest in certain Collateral as provided herein.

### **SECTION 1. DEFINITIONS**

1.1 As used herein, the following terms shall have the meanings herein specified unless the context otherwise requires. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Loan Agreement. Defined terms in this Security Agreement shall include in the singular number the plural and in the plural number the singular:

"Assigned Leases" shall have the meaning specified in Section 2(b) hereof.

"Assignment" shall have the meaning specified in Section 2(b) hereof.

"Collateral" shall have the meaning specified in Section 2 hereof.

"Debtor" shall mean ACF Industries, Incorporated and its successors and permitted assigns.

"Equipment" shall have the meaning specified in Section 2(a) hereof.

"ICA" shall mean the Interstate Commerce Act, as amended.

"ICC" shall mean the Interstate Commerce Commission.

**"Item of Equipment"** shall have the meaning specified in Section 2(a) hereof.

**"Lease Payments"** shall have the meaning set forth in Section 2(c) hereof.

**"Lien"** shall mean any mortgage, pledge, security interest, encumbrance, lease, lien or charge of any kind (including any agreement to give any of the foregoing), any conditional sale or other title retention agreement and the filing of or agreement to give any financing statement under the ICA or the UCC of any jurisdiction.

**"Loan Agreement"** shall mean the Secured Loan Agreement dated as of November 1, 1987 between Debtor and Secured Party, as the same may be amended, or modified or supplemented from time to time.

**"Permitted Liens"** shall mean (a) the Lien created by this Security Agreement and the Assigned Leases; (b) the Lien of taxes, assessments or governmental charges or levies which are not at the time delinquent; (c) the Lien of taxes, assessments or governmental charges or levies which are delinquent but the validity of which is being contested in good faith by appropriate action diligently pursued, if the Debtor shall have set aside on its books such reserves (segregated to the extent required by generally accepted accounting principles) as deemed by it appropriate and adequate in accordance with generally accepted accounting principles, provided that such proceeding shall suspend the collection of such taxes, assessments or governmental charges and the security interest in the Collateral, or any part thereof, would not, in the reasonable opinion of the Secured Party, be adversely affected or forfeited during the period of such contest.

**"Secured Party"** shall mean HCFS Business Equipment Corporation and its successors and assigns.

**"Security Agreement"** shall mean this Security Agreement as specified in the first paragraph hereof, as the same may be amended, modified or supplemented from time to time, together with any and all Assignments now or hereafter delivered to Secured Party pursuant to the Loan Agreement.

**"UCC"** shall mean the Uniform Commercial Code as in effect in the State of Illinois unless otherwise specified.

## **SECTION 2. GRANT OF SECURITY**

The Debtor, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Notes, and to secure the payment of all other Liabilities and the performance and observance of all covenants and conditions contained in the Loan Agreement, this Security Agreement and the Notes, does hereby transfer, convey, warranty, mortgage, deliver, pledge, assign, and grant to the Secured Party, its successors and assigns, a lien on and continuing security interest in, all and singular of the Debtor's rights, title and interest in and to the properties, rights, interests and privileges described below, whether now or hereafter existing (all of which are hereinafter collectively referred to as the "Collateral").

(a) each item of property leased by the Debtor which is (i) at any time identified on a Loan Request Schedule or an exhibit thereto at any time submitted by Debtor to Secured Party pursuant to the Loan Agreement, or (ii) at any time covered by a Lease that is assigned by Debtor to Secured Party, or (iii) is at any time otherwise designated as being covered by and subject to the security interest granted by this Security Agreement; all parts and improvements to any such items of property and accessories and other property now or hereafter affixed thereto or used in connection therewith; and all substitutions for or replacements of any such property (any such property is herein collectively called "Equipment" and individually an "Item of Equipment");

(b) each Lease covering any property described in subsection (a) of this Section 2, including but not limited to each such Lease which is (i) at any time identified on a Loan Request Schedule or exhibit thereto submitted by Debtor to Secured Party pursuant to the Loan Agreement, or (ii) assigned to Secured Party by Debtor and specifically designated as being covered by and subject to the security interest granted by this Security Agreement by identification of such Lease in an assignment in the form of Exhibit A hereto ("Assignment") at any time executed and delivered by Debtor to Secured Party, or (iii) otherwise designated as being covered by and subject to the security interest granted by this Security Agreement (each such Lease is hereafter called an "Assigned Lease"); provided, however, that each such Assigned Lease shall be deemed to be Collateral hereunder only to the extent that it relates to Items of Equipment which are described in subsection (a) of this Section 2;

(c) all installment payments, rental payments, security deposits, advance rentals and other amounts now or hereafter made or payable in respect of the Equipment under or with respect to each Assigned Lease by any person or entity obligated with respect to such Assigned Lease, including but not limited to any proceeds of any insurance and damages (herein collectively called the "Lease Payments");

(d) all rights, claims, powers and other benefits of the Debtor under the Assigned Leases and any extensions and renewals thereof;

(e) all rights, remedies and benefits of the Debtor under any guaranty related to an Assigned Lease;

(f) all other property and rights of any kind or nature provided or granted to the Debtor to secure the payment or performance of an Obligor's obligations under an Assigned Lease;

(g) all rights and claims of the Debtor in and to all mileage earned by any and all of the Equipment (subject to the terms of the Assigned Leases); and

(h) all products and proceeds of any of the foregoing.

### **SECTION 3. COVENANTS AND WARRANTIES OF THE DEBTOR**

The Debtor covenants, warrants, represents and agrees as follows:

**3.1 Debtor's Duties.** The Debtor covenants and agrees to perform, abide by and to be governed and restricted by each and all of the terms, provisions, restrictions, covenants and agreements set forth in this Security Agreement, the Loan Agreement and the Notes and in each and every supplement thereto or amendment thereof which may at any time or from time to time to be executed and delivered by the parties thereto or their successors and assigns, to the same extent as though each and all of such terms, provisions, restrictions, covenants, amendments or supplements to the Loan Agreement were fully set out in an amendment or supplement to this Security Agreement.

#### **3.2 Maintenance; Insurance**

(a) The Debtor at its own cost and expense will maintain and keep or caused to be maintained and kept each Item of Equipment in good operating condition, ordinary wear and tear excepted, free of misuse, abuse, waste or deterioration.

(b) The Debtor will, at its own expense, maintain or cause to be maintained with responsible insurance companies, such insurance on such of its properties, in such amounts and against such risks as is customarily maintained by similar businesses in the exercise of prudent business judgment, and in any event, in an amount not less than the full fair insurable value of all of such assets and properties. For the purpose of this Section 3.2(b), insurance shall include self-insurance, provided the Debtor maintains or causes to be maintained adequate reserves to cover the risks not otherwise insured.

**3.3 Warranty of Title.** The Debtor has the right, power and authority to grant a valid first priority lien on and security interest in the Collateral to the Secured Party as herein set forth; no Lien currently attaches to the Collateral and the Debtor will warrant and defend the title to the Collateral against all claims and demands of all third persons. The Debtor will not create, assume or suffer to exist any Lien on the Collateral other than Permitted Liens.

**3.4 Further Assurances.** The Debtor will, at its expense, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the perfection of the security interest with the ICC and the Registrar General of Canada being herein provided for in the Collateral, whether now owned or hereafter acquired.

**3.5 Recordation and Filing.** The Debtor will cause this Security Agreement, any supplements hereto and the Assignments, and all financing and continuation statements and similar notices required by applicable law, at all times to be kept, recorded and filed, as appropriate, at no expense to the Secured Party, with the ICC, the Registrar General of Canada, St. Louis County Recorder and the Secretary of State of Missouri in order to fully preserve and protect the rights of the Secured Party hereunder, and will at its own expense furnish to the Secured Party promptly after the execution and delivery of any supplement to this Security Agreement such opinions of counsel for the Debtor as are reasonably requested by Secured Party. The Debtor agrees that this Security Agreement shall suffice as a financing statement under the UCC and may be filed by Secured Party as such.

**3.6 Originals.** Debtor's counterpart of each Assigned Lease is the only "Original" and is the only assignable counterpart. Debtor has taken steps, including making a notation in the appropriate files, to indicate to third parties that the Assigned Leases are subject to the security interest of Secured Party. Debtor shall hold the Originals of the Leases in trust for Secured Party, and upon the occurrence of an Event of Default, shall immediately deliver them to Secured Party.

**3.7 Chief Executive Office; Corporate Name Records.** The chief executive office of Debtor is located at 3301 Rider Trail South, Earth City, Missouri 63045. Debtor will not change its name or the location of its chief executive office without providing Secured Party with 30 days' prior notice thereof and with evidence satisfactory to it that all steps necessary to continue Secured Party's first perfected security interest in the Collateral have been taken.

#### **SECTION 4. SPECIAL PROVISIONS CONCERNING LEASES AND EQUIPMENT**

**4.1 Covenants as to Leases and Equipment.** With respect to each Assigned Lease and Item of Equipment allocated to a Loan, Debtor covenants to:

(a) Make or cause to be made all filings in respect of, and pay or cause to be paid when due, all taxes, assessments, fines, fees and other liabilities in respect of such Lease and Equipment, except and so long as contested in good faith by appropriate proceedings and for which adequate reserves under generally accepted accounting principles are being maintained, provided that such proceedings do not involve the danger of sale, forfeiture or loss of any of the Collateral or any interest therein. Debtor will comply with all laws, statutes, regulations, and ordinances pertaining to the Collateral. At Secured Party's reasonable request, Debtor will furnish to Secured Party proof of compliance with this Section 4.1(a).

(b) Perform and comply with all its obligations and requirements arising under each Assigned Lease or imposed by applicable law with respect to the Assigned Lease and the Equipment covered thereby, including but not limited to maintenance and servicing of Equipment.

(c) Not, without the prior written consent of Secured Party (which shall not be unreasonably withheld), receive or collect or permit the receipt or collection of any Lease Payment prior to the due date therefor except as permitted herein.

(d) Not, without the prior written consent of Secured Party (i) declare a default under such Assigned Lease or (ii) exercise remedies thereunder, unless Debtor has made the prepayments or substituted Equipment as required by Section 6.2(a) of the Loan Agreement by virtue of such Obligor Default.

(e) Not, without the prior written consent of Secured Party, assign, transfer or hypothecate to anyone other than Secured Party any Lease Payment due or to become due thereunder.

(f) Not materially amend, modify, supplement or waive any provision of any Assigned Lease without the prior written consent of Secured Party.

(g) Send Secured Party, promptly upon receipt, a copy of each notice or other written communication received from or sent to the Obligors under Assigned Leases which relate to payment terms, default, or bankruptcy of the Obligor.

(h) Record on all Debtor's pertinent records and books of account a notation clearly setting forth those Leases which have been assigned to Secured Party.

#### **4.2 Administration of Assigned Leases.**

(a) Prior to the occurrence and continuance of an Event of Default with respect to an Assigned Lease, Debtor, at its expense, shall be responsible for collecting, when due and payable, all Lease Payments due under or with respect to each Assigned Lease from any Obligor thereunder.

(b) Upon the occurrence and continuance of an Event of Default:

(i) Secured Party shall have the right to enforce all of Debtor's rights under or with respect to any of the Collateral, including but not limited to the taking of all action necessary to collect Lease Payments and other amounts due with respect to any of the Collateral, and Debtor will, at its expense, take such actions with respect to such collection as Secured Party shall request;



(ii) Secured Party may notify each Obligor to make payments to Secured Party of the Lease Payments and any other amounts due or to become due under the Assigned Lease or arising therefrom, and enforce collection of any of the Collateral by suit or otherwise, and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness or other obligation under the Assigned Lease or evidenced thereby. Upon request of Secured Party, Debtor will, at its own expense, notify each Obligor to make payments to Secured Party of the Lease Payments and all other amounts due or to become due under the Assigned Lease or arising therefrom;

(iii) Debtor will (except as Secured Party may otherwise consent in writing) forthwith, upon receipt, deliver to Secured Party, in the form received and properly endorsed where required, any of the Lease Payments and all other cash, checks, drafts, instruments, or writings for the payment of money which may be received by Debtor at any time in full or partial payment or otherwise as proceeds of the Collateral. Except as Secured Party may otherwise consent in writing, any of the Lease Payments and such other items which may be received by Debtor will not become mingled with any of its other funds or property, and will be held separate and apart and upon express trust for Secured Party until delivery is made to Secured Party. Debtor will comply with all terms and conditions of any consent given by Secured Party pursuant to the provisions of this paragraph. Secured Party is authorized to endorse, in the name of Debtor, any of the Lease Payments and such other items which may be received by Secured Party. Any of the Lease Payments and such other items which are received by Secured Party pursuant to this Security Agreement (to the extent that they represent collected funds) shall be

applied toward payment of the Liabilities, whether or not then due, in such order of application as Secured Party may determine; and

(iv) Secured Party may exercise such rights, powers and remedies of Debtor as lessor under the Assigned Lease as Secured Party may, in its sole discretion, deem appropriate.

**4.3 Rights of Secured Party.** Subject to Section 4.2 hereof, Debtor does hereby irrevocably constitute and appoint Secured Party its true and lawful attorney in fact with full power of substitution for it and its name, place and stead, to ask, demand, collect, receive, give a receipt for, sue for, compound and give acquittance for any Lease Payments or other accounts due or to become due under or with respect to the Collateral or arising therefrom, with full power to settle, adjust or compromise any claim thereunder as fully as Debtor could itself do, and to endorse the name of Debtor on all instruments or other documents given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceeding, either in its own name or in the name of Debtor or otherwise, which Secured Party may deem necessary or appropriate to collect any and all sums which may be or become due or payable under the Assigned Leases or any Obligor Guaranty, or with respect to any other Collateral, or which may be necessary or appropriate to protect and preserve the right, title and interest of Secured Party in and to such sums and the security intended to be afforded hereby.

## **SECTION 5. POSSESSION AND USE OF EQUIPMENT**

So long as there is no Event of Default or Default continuing, the Debtor and Obligor under an Assigned Lease shall be suffered and permitted to remain in full possession, enjoyment and control of the Collateral, including each Assigned Lease, and to manage, operate and use the Equipment and each part thereto with the rights and franchises appertaining thereto.

## **SECTION 6. SECURED PARTY'S RIGHTS**

**6.1 The Secured Party's Rights.** The Debtor agrees that when any Event of Default as defined in the Loan Agreement has occurred and is continuing, the Secured Party shall have the rights, options, duties and remedies of a secured party, and the Debtor shall have the rights and duties of a debtor, under the ICA and under the UCC (regardless of whether such UCC or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted), as applicable, and the Secured Party shall have the following rights and remedies:

(a) Upon the occurrence of any Event of Default and during the existence thereof, the Secured Party shall have all the rights of a secured party under the ICA or the UCC to enforce the assignments and security interests contained herein.

(b) The Secured Party personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Collateral, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Debtor, with or without notice, demand, process of law or legal procedure, if this can be done without breach of the peace, and search for, take possession, remove, keep and store the Collateral, or use and operate or lease the Collateral until sold.

(c) Any Collateral repossessed by the Secured Party under or pursuant to this Section 6.1 may be sold, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Secured Party may, in compliance with any mandatory requirements of applicable law, determine to be commercially reasonable. Any of the Collateral may be sold, leased or otherwise disposed of, in the condition in which the same existed when taken by the Secured Party or after

any overhaul or repair which the Secured Party shall determine to be commercially reasonable. Debtor hereby waives to the extent permitted by law, any and all notices, advertisements, hearings or process of law in connection with the exercise by Secured Party of its remedies. If any notification of intended disposition of the Collateral is required by law, Debtor hereby agrees that notice mailed to it 10 days prior to such disposition shall meet such requirement. To the extent permitted by any such requirement of law, the Secured Party may itself bid for and become the purchaser of the Collateral or any item thereof, offered for sale in accordance with this Section without accountability to Debtor and free from any right of redemption of the Debtor, which right is hereby waived. In the payment of the purchase price therefor, the Secured Party shall be entitled to have credit on account of the purchase price thereof of amounts owing to the Secured Party on account of the Liabilities and the Secured Party may deliver the claims for interest on or principal of the Loan or other Liabilities hereby secured in lieu of cash up to the amount which would, upon distribution of the net proceeds of such sale, be payable thereon. If, under mandatory requirements of applicable law, the Secured Party shall be required to make disposition of the Collateral within a period of time which does not permit the giving of notice to Debtor as hereinabove specified, the Secured Party need give Debtor only such notice of disposition as shall be reasonably practicable in view of such mandatory requirements of applicable law.

(d) The Secured Party may proceed to protect and enforce this Security Agreement by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral or any part thereof, for the recovery of judgment for the Liabilities or for the enforcement of any other legal or equitable remedy available under applicable law.

**6.2 Effect of Sale.** Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Debtor in and to the property sold and shall be a perpetual bar, both at law and in equity, against the Debtor, its successors and assigns, and against any and all persons claiming the property sold, or any part thereof under, by or through the Debtor, its successors or assigns.

**6.3 Application of Sale Proceeds.** The proceeds and/or avails of any sale of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder shall be paid to and applied as follows:

(a) First, to the payment of costs and expenses of foreclosure or suit, if any, and of such sale, and of all expenses, liability and advances, including, without limitation, legal expenses, reasonable attorneys' fees and costs of overhaul or repair, incurred or made hereunder by the Secured Party, and of all taxes, assessments or liens superior to the lien of these presents, except any taxes, assessments or other superior lien subject to which said sale may have been made;

(b) Second, to the payment of the amount then owing or unpaid on the Loans for principal and interest and any other Liabilities in such order of application as Secured Party may elect; and

(c) Third, to the payment of the surplus, if any, to the Debtor, its successors and assigns, or to whosoever may be lawfully entitled to receive the same it being understood that Debtor shall remain liable to the Secured Party to the extent of any deficiency between the amount of the proceeds of such disposition and the aggregate amount of the sums referred to in clauses (a) and (b) of this Section 6.3.

**6.4. Discontinuance of Remedies.** In case the Secured Party shall have proceeded to enforce any right under this Security Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then, and in every such case, the Debtor and

Secured Party shall be restored to their former rights and obligations hereunder with respect to the property subject to the security interest created under this Security Agreement.

**6.5. Cumulative Remedies.** No delay or omission of the Secured Party to exercise any right or power arising from any default on the part of the Debtor, shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Secured Party of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided herein. The Secured Party may exercise any one or more or all of the remedies hereunder and no remedy is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing now or hereafter at law or in equity; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Security Agreement operate to prejudice, waive or affect the security of this Security Agreement or any rights, powers or remedies hereunder, nor shall the Secured Party be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

**6.6 Indemnity.** The Debtor agrees to indemnify, protect and hold harmless the Secured Party from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof (except arising from the willful misconduct or gross negligence of the Secured Party), and expenses in connection therewith, including, but not limited to, reasonable counsel fees and expenses, penalties and interest, arising out of or as the result of the entering into or the performance of this Security Agreement, the retention by the Secured Party of a security interest in the Collateral, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or repossession of any of the Equipment, any accident, in connection

with the operation, use, condition, possession, storage or repossession of any of the Collateral resulting in damage to property or injury or death to any person. The terms of this Section shall survive the termination of this Agreement.

**6.7 Substitute Performance.** Upon default by Debtor in any of its agreements set forth in Section 3 or 4 hereof, Secured Party may, but shall not be obligated to, (i) effect any such insurance and repairs and pay all or any part of the premiums therefor and the costs thereof, and (ii) pay and discharge any taxes, licenses, liens, and encumbrances on the Collateral. All sums so advanced or paid by Secured Party shall be payable by Debtor to Secured Party with interest at the Default Rate set forth in the applicable Note or the highest rate permitted by law, whichever is less, and shall be secured hereunder.

## **SECTION 7. MISCELLANEOUS**

**7.1 Successors and Assigns.** Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Security Agreement by or on behalf of the Debtor or by or on behalf of the Secured Party, shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not; provided, however, that Debtor cannot assign this Agreement without the prior written consent of the Secured Party.

**7.2 Assignments.** Any Assignment hereafter executed and delivered by Debtor to Secured Party shall be a part of and subject to the terms hereof, and all Collateral described therein or in any schedule or exhibit thereto, and all Collateral delivered to Secured Party in connection therewith, shall be subject to the security interest granted to Secured Party hereunder.

**7.3 Partial Invalidity.** The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

**7.4 Communications.** All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when delivered personally or when deposited in the United States certified mails, first class, postage prepaid, addressed as set forth in Section 14.3 of the Loan Agreement.

**7.5 Release.** At the request and expense of the Debtor, the Secured Party shall release Items of Equipment from the lien of this Security Agreement upon payment in full of the amounts pursuant to Section 6.2(a) or 6.2(c) of the Loan Agreement with respect to such Items of Equipment or upon payment in full of the Note to which such Items of Equipment are allocated.

**7.6 Governing Law.** This Security Agreement shall be construed in accordance with and governed by the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. Section 11303 and such additional rights, arising out of the filing, recording or deposit hereof, if any.

**7.7 Counterparts.** This Security Agreement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together constituting only one Security Agreement.

**7.8 Headings.** Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Security Agreement nor shall they affect its meaning, construction or effect.



IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Security Agreement as of the day and year first above written.

(CORPORATE SEAL)

Attest:

*J. Joseph Muller*

ACF INDUSTRIES, INCORPORATED

By:

Title:

*James J. Linger*  
SENIOR VICE PRESIDENT

HCFS BUSINESS EQUIPMENT  
CORPORATION

By:

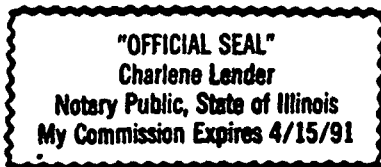
Title:

*[Signature]*  
VICE PRESIDENT

STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF COOK )

On this 25<sup>th</sup> day of November, 1987, before me, personally appeared James J. Unger to me personally known, who being by me duly sworn, says that he resides at 26 Baxter Lane, Chesterfield, Missouri 63017 and is Senior Vice President of ACF Industries, Incorporated, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors on November 25, 1987; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

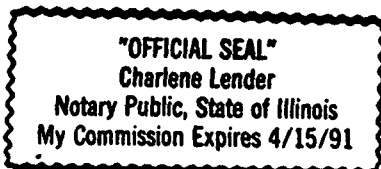


Charlene Lender  
Notary Public

STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF COOK )

On this 25<sup>th</sup> day of November, 1987, before me, personally appeared Robert E. Walsh to me personally known, who being by me duly sworn, says that he resides at 761 Vernon Avenue, Glencoe, Illinois 60022 and is President of HCFS Business Equipment Corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors on November 25, 1987; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)



Charlene Lender  
Notary Public

**EXHIBIT A**  
**ASSIGNMENT**

Pursuant to that certain Security Agreement dated as of November 1, 1987 (the "Agreement") between HCFS Business Equipment Corporation ("HCFS") and the undersigned, as security for payment or performance by the undersigned of all of its Liabilities (as defined in the Agreement), the undersigned hereby assigns to HCFS, and grants to HCFS a continuing first priority security interest in all of the rights, title, and interest of the undersigned in and to the following property:

See Attached Schedule B

The terms and conditions of this Assignment are subject to the Security Agreement, which is hereby incorporated by reference and to which reference is hereby made for a statement thereof. Terms used herein and capitalized which are defined in the Agreement and not defined shall have the same meaning herein as in the Agreement.

This Assignment shall be binding upon and inure to the benefit of the undersigned and HCFS and their respective successors and assigns.

ACF INDUSTRIES, INCORPORATED

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**SCHEDULE B**  
**TO**  
**ASSIGNMENT**

**Company's  
Lease  
Number**

**Car  
Type**

**AAR  
Designation**

**Car  
Initials**

**Car  
Number**

## ASSIGNMENT

Pursuant to that certain Security Agreement dated as of November 1, 1987 (the "Agreement") between HCFS Business Equipment Corporation ("HCFS") and the undersigned, as security for payment or performance by the undersigned of all of its Liabilities (as defined in the Agreement), the undersigned hereby assigns to HCFS, and grants to HCFS a continuing first priority security interest in all of the rights, title, and interest of the undersigned in and to the following property:

See Attached Schedule B

The terms and conditions of this Assignment are subject to the Security Agreement, which is hereby incorporated by reference and to which reference is hereby made for a statement thereof. Terms used herein and capitalized which are defined in the Agreement and not defined shall have the same meaning herein as in the Agreement.

This Assignment shall be binding upon and inure to the benefit of the undersigned and HCFS and their respective successors and assigns.

ACF INDUSTRIES, INCORPORATED

By: James J. Lange  
Title: SENIOR VICE PRESIDENT

Dated: 11/30/87

# SCHEDULE 8 TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39747
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39748
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39749
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39752
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39753
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39754
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39755
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39770
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39775
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39778
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39779
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39780
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39781
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39782
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39783
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39784
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39785
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39786
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39787
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39788
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39789
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39790
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39791
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39792
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39793
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39794
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39795
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39796
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39797
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39798
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39799
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39800
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39801
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39802
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39803
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39804
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39805
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39806
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39807
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39808
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39809
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39810
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39811
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39812
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39813
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39814
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39815
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39816
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39817
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39818
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39819
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39820

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39821
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	39822
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64701
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64702
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64703
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64704
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64705
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64706
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64707
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64708
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64709
MSC 3-1522 RIDER 74	CENTERFLOW	C214	ACFX	64710
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64501
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64502
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64503
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64504
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64505
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64506
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64507
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64508
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64509
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64510
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64511
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64512
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64513
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64514
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64515
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64516
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64517
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64518
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64519
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64520
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64521
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64522
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64523
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64524
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64525
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64526
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64527
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64528
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64529
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64530
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64531
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64532
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64533
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64534
MSC 3-9966 RIDER 123	CENTERFLOW	C214	ACFX	64535
4-4223	CENTERFLOW	C714	ACFX	41066
4-4223	CENTERFLOW	C714	ACFX	41067
C-4251	PRESSUREAIDE	C614	ACFX	51427
C-4251	PRESSUREAIDE	C614	ACFX	51428
C-4282	PRESSUREAIDE	C614	ACFX	51462

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
C-4282	PRESSUREAIDE	C614	ACFX	51463
C-4282	PRESSUREAIDE	C614	ACFX	51464
C-4282	PRESSUREAIDE	C614	ACFX	51465
C-4282	PRESSUREAIDE	C614	ACFX	51466
C-4282	PRESSUREAIDE	C614	ACFX	51467
5-4210	PRESSUREAIDE	C614	ACFX	51394
5-4210	PRESSUREAIDE	C614	ACFX	51395
5-4210	PRESSUREAIDE	C614	ACFX	51396
5-4210	PRESSUREAIDE	C614	ACFX	51397
5-4210	PRESSUREAIDE	C614	ACFX	51398
5-4210	PRESSUREAIDE	C614	ACFX	51399
5-4210	PRESSUREAIDE	C614	ACFX	51400
5-4210	PRESSUREAIDE	C614	ACFX	51401
5-4210	PRESSUREAIDE	C614	ACFX	51402
5-4210	PRESSUREAIDE	C614	ACFX	51403
5-4210	PRESSUREAIDE	C614	ACFX	51404
5-4210	PRESSUREAIDE	C614	ACFX	51406
5-4210	PRESSUREAIDE	C614	ACFX	51408
5-4210	PRESSUREAIDE	C614	ACFX	51409
5-4210	PRESSUREAIDE	C614	ACFX	51410
5-4210	PRESSUREAIDE	C614	ACFX	51411
5-4210	PRESSUREAIDE	C614	ACFX	51412
5-4210	PRESSUREAIDE	C614	ACFX	51413
5-4210	PRESSUREAIDE	C614	ACFX	51414
5-4210	PRESSUREAIDE	C614	ACFX	51416
5-4210	PRESSUREAIDE	C614	ACFX	51417
5-4210	PRESSUREAIDE	C614	ACFX	51418
5-4210	PRESSUREAIDE	C614	ACFX	51419
MSC C-6874 RIDER 165 TANK		T106	ACFX	71717
MSC C-6874 RIDER 165 TANK		T106	ACFX	71718
MSC C-6874 RIDER 165 TANK		T106	ACFX	71719
MSC C-6874 RIDER 165 TANK		T106	ACFX	71720
MSC C-6874 RIDER 165 TANK		T106	ACFX	71721
5-4194	PRESSUREAIDE	C614	ACFX	51392
4-4224	CENTERFLOW	C614	ACFX	41076
4-4224	CENTERFLOW	C614	ACFX	41077
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71600
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71601
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71602
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71603
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71604
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71605
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71606
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71607
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71608
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71609
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71610
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71611
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71612
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71613
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71614
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71615



# SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71616
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71617
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71618
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71619
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71620
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71621
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71622
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71623
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71624
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71625
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71626
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71627
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71628
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71629
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71630
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71631
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71632
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71633
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71634
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71635
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71636
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71637
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71638
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71639
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71640
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71641
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71642
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71643
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71644
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71645
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71646
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71647
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71648
MSC 2-0002 RIDER 199 TANK		T104	ACFX	71649
C-4217	PRESSUREAIDE	C614	ACFX	51426
2-4121	TANK	T073	ACFX	71591
2-4121	TANK	T073	ACFX	71592
2-4121	TANK	T073	ACFX	71593
2-4121	TANK	T073	ACFX	71594
2-4121	TANK	T073	ACFX	71595
2-4121	TANK	T073	ACFX	71596
2-4121	TANK	T073	ACFX	71597
2-4121	TANK	T073	ACFX	71598
2-4121	TANK	T073	ACFX	71599
C-4161	PRESSUREAIDE	C614	ACFX	51373
5-4160	TANK	T906	ACFX	77292
5-4160	TANK	T906	ACFX	77293
5-4160	TANK	T906	ACFX	77294
5-4160	TANK	T906	ACFX	77295
5-4160	TANK	T906	ACFX	77296
5-4160	TANK	T906	ACFX	77297
C-4209	PRESSUREAIDE	C614	ACFX	51393

# SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
3-4284	PRESSUREAIDE	C614	ACFX	51468
3-4284	PRESSUREAIDE	C614	ACFX	51469
3-4284	PRESSUREAIDE	C614	ACFX	51470
3-4284	PRESSUREAIDE	C614	ACFX	51471
3-4284	PRESSUREAIDE	C614	ACFX	51472
3-4284	PRESSUREAIDE	C614	ACFX	51473
3-4284	PRESSUREAIDE	C614	ACFX	51474
3-4284	PRESSUREAIDE	C614	ACFX	51475
3-4284	PRESSUREAIDE	C614	ACFX	51476
3-4284	PRESSUREAIDE	C614	ACFX	51477
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71541
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71542
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71543
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71544
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71545
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71546
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71547
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71548
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71549
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71550
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71551
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71552
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71553
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71554
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71555
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71556
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71557
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71558
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71559
MSC-C-3729 RIDER 056 TANK		T108	ACFX	71560
C-4093 TANK		T104	ACFX	71571
C-4093 TANK		T104	ACFX	71572
C-4093 TANK		T104	ACFX	71573
C-4093 TANK		T104	ACFX	71574
C-4093 TANK		T104	ACFX	71575
C-4093 TANK		T104	ACFX	71576
C-4093 TANK		T104	ACFX	71577
C-4093 TANK		T104	ACFX	71578
C-4093 TANK		T104	ACFX	71579
C-4093 TANK		T104	ACFX	71580
C-4093 TANK		T104	ACFX	71581
C-4093 TANK		T104	ACFX	71582
C-4093 TANK		T104	ACFX	71583
C-4093 TANK		T104	ACFX	71584
C-4093 TANK		T104	ACFX	71585
C-4093 TANK		T104	ACFX	71586
C-4093 TANK		T104	ACFX	71587
C-4093 TANK		T104	ACFX	71588
C-4093 TANK		T104	ACFX	71589
C-4093 TANK		T104	ACFX	71590
C-4156 TANK		T104	ACFX	71683
C-4156 TANK		T104	ACFX	71684

# SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
C-4156	TANK	T104	ACFX	71685
C-4156	TANK	T104	ACFX	71686
C-4156	TANK	T104	ACFX	71687
C-4273	PRESSUREAIDE	C614	ACFX	51436
C-4273	PRESSUREAIDE	C614	ACFX	51437
C-4273	PRESSUREAIDE	C614	ACFX	51438
C-4273	PRESSUREAIDE	C614	ACFX	51439
C-4273	PRESSUREAIDE	C614	ACFX	51440
C-4273	PRESSUREAIDE	C614	ACFX	51441
C-4273	PRESSUREAIDE	C614	ACFX	51442
C-4273	PRESSUREAIDE	C614	ACFX	51443
C-4273	PRESSUREAIDE	C614	ACFX	51444
C-4273	PRESSUREAIDE	C614	ACFX	51445
C-4273	PRESSUREAIDE	C614	ACFX	51446
C-4273	PRESSUREAIDE	C614	ACFX	51447
C-4273	PRESSUREAIDE	C614	ACFX	51448
C-4273	PRESSUREAIDE	C614	ACFX	51449
C-4273	PRESSUREAIDE	C614	ACFX	51450
C-4273	PRESSUREAIDE	C614	ACFX	51451
C-4273	PRESSUREAIDE	C614	ACFX	51452
C-4273	PRESSUREAIDE	C614	ACFX	51453
C-4273	PRESSUREAIDE	C614	ACFX	51454
C-4273	PRESSUREAIDE	C614	ACFX	51455
4-4192	CENTERFLOW	C214	ACFX	41037
4-4192	CENTERFLOW	C214	ACFX	41038
4-4192	CENTERFLOW	C214	ACFX	41039
4-4192	CENTERFLOW	C214	ACFX	41040
4-4192	CENTERFLOW	C214	ACFX	41041
4-4192	CENTERFLOW	C214	ACFX	41042
4-4192	CENTERFLOW	C214	ACFX	41043
4-4192	CENTERFLOW	C214	ACFX	41044
4-4192	CENTERFLOW	C214	ACFX	41045
4-4192	CENTERFLOW	C214	ACFX	41046
4-4192	CENTERFLOW	C214	ACFX	41047
4-4192	CENTERFLOW	C214	ACFX	41048
4-4192	CENTERFLOW	C214	ACFX	41049
4-4192	CENTERFLOW	C214	ACFX	41051
4-4192	CENTERFLOW	C214	ACFX	41052
4-4192	CENTERFLOW	C214	ACFX	41053
4-4192	CENTERFLOW	C214	ACFX	41054
4-4202	CENTERFLOW	C214	ACFX	64607
4-4202	CENTERFLOW	C214	ACFX	64608
4-4202	CENTERFLOW	C214	ACFX	64609
4-4202	CENTERFLOW	C214	ACFX	64610
4-4202	CENTERFLOW	C214	ACFX	64611
4-4202	CENTERFLOW	C214	ACFX	64612
4-4202	CENTERFLOW	C214	ACFX	64613
4-4202	CENTERFLOW	C214	ACFX	64614
4-4202	CENTERFLOW	C214	ACFX	64615
4-4202	CENTERFLOW	C214	ACFX	64616
4-4202	CENTERFLOW	C214	ACFX	64617
4-4202	CENTERFLOW	C214	ACFX	64618

# SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-4202	CENTERFLOW	C214	ACFX	64619
4-4202	CENTERFLOW	C214	ACFX	64620
4-4202	CENTERFLOW	C214	ACFX	64621
4-4202	CENTERFLOW	C214	ACFX	64622
4-4202	CENTERFLOW	C214	ACFX	64623
4-4202	CENTERFLOW	C214	ACFX	64624
4-4202	CENTERFLOW	C214	ACFX	64625
4-4202	CENTERFLOW	C214	ACFX	64626
4-4202	CENTERFLOW	C214	ACFX	64627
4-4202	CENTERFLOW	C214	ACFX	64628
4-4202	CENTERFLOW	C214	ACFX	64629
4-4202	CENTERFLOW	C214	ACFX	64630
4-4202	CENTERFLOW	C214	ACFX	64631
4-4202	CENTERFLOW	C214	ACFX	64632
4-4202	CENTERFLOW	C214	ACFX	64633
4-4202	CENTERFLOW	C214	ACFX	64634
4-4202	CENTERFLOW	C214	ACFX	64635
4-4202	CENTERFLOW	C214	ACFX	64636
4-4202	CENTERFLOW	C214	ACFX	64637
4-4202	CENTERFLOW	C214	ACFX	64638
4-4202	CENTERFLOW	C214	ACFX	64639
4-4202	CENTERFLOW	C214	ACFX	64640
4-4202	CENTERFLOW	C214	ACFX	64641
4-4202	CENTERFLOW	C214	ACFX	64642
4-4202	CENTERFLOW	C214	ACFX	64643
4-4202	CENTERFLOW	C214	ACFX	64644
4-4202	CENTERFLOW	C214	ACFX	64645
4-4202	CENTERFLOW	C214	ACFX	64646
4-4202	CENTERFLOW	C214	ACFX	64647
4-4202	CENTERFLOW	C214	ACFX	64648
4-4202	CENTERFLOW	C214	ACFX	64649
4-4202	CENTERFLOW	C214	ACFX	64650
4-4202	CENTERFLOW	C214	ACFX	64651
4-4202	CENTERFLOW	C214	ACFX	64652
4-4202	CENTERFLOW	C214	ACFX	64653
4-4202	CENTERFLOW	C214	ACFX	64654
4-4202	CENTERFLOW	C214	ACFX	64655
4-4202	CENTERFLOW	C214	ACFX	64656
4-4202	CENTERFLOW	C214	ACFX	64657
4-4202	CENTERFLOW	C214	ACFX	64658
4-4202	CENTERFLOW	C214	ACFX	64659
4-4202	CENTERFLOW	C214	ACFX	64660
4-4202	CENTERFLOW	C214	ACFX	64661
4-4202	CENTERFLOW	C214	ACFX	64662
4-4202	CENTERFLOW	C214	ACFX	64663
4-4202	CENTERFLOW	C214	ACFX	64664
4-4202	CENTERFLOW	C214	ACFX	64665
4-4202	CENTERFLOW	C214	ACFX	64666
4-4202	CENTERFLOW	C214	ACFX	64667
4-4202	CENTERFLOW	C214	ACFX	64668
4-4202	CENTERFLOW	C214	ACFX	64669
4-4202	CENTERFLOW	C214	ACFX	64670

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-4202	CENTERFLOW	C214	ACFX	64671
4-4202	CENTERFLOW	C214	ACFX	64672
4-4202	CENTERFLOW	C214	ACFX	64673
4-4202	CENTERFLOW	C214	ACFX	64674
4-4202	CENTERFLOW	C214	ACFX	64675
4-4202	CENTERFLOW	C214	ACFX	64676
4-4202	CENTERFLOW	C214	ACFX	64677
4-4202	CENTERFLOW	C214	ACFX	64678
4-4202	CENTERFLOW	C214	ACFX	64679
4-4202	CENTERFLOW	C214	ACFX	64680
4-4202	CENTERFLOW	C214	ACFX	64681
4-4202	CENTERFLOW	C214	ACFX	64682
4-4202	CENTERFLOW	C214	ACFX	64683
4-4202	CENTERFLOW	C214	ACFX	64684
4-4202	CENTERFLOW	C214	ACFX	64685
4-4202	CENTERFLOW	C214	ACFX	64686
4-4202	CENTERFLOW	C214	ACFX	64687
4-4202	CENTERFLOW	C214	ACFX	64688
4-4202	CENTERFLOW	C214	ACFX	64689
4-4202	CENTERFLOW	C214	ACFX	64690
4-4202	CENTERFLOW	C214	ACFX	64691
4-4202	CENTERFLOW	C214	ACFX	64692
4-4202	CENTERFLOW	C214	ACFX	64693
4-4202	CENTERFLOW	C214	ACFX	64694
4-4202	CENTERFLOW	C214	ACFX	64695
4-4202	CENTERFLOW	C214	ACFX	64696
4-4202	CENTERFLOW	C214	ACFX	64697
4-4202	CENTERFLOW	C214	ACFX	64698
4-4202	CENTERFLOW	C214	ACFX	64699
4-4202	CENTERFLOW	C214	ACFX	64700
4-4332	CENTERFLOW	C214	ACFX	65021
4-4332	CENTERFLOW	C214	ACFX	65036
4-4332	CENTERFLOW	C214	ACFX	65053
4-4157	CENTERFLOW	C214	ACFX	40851
4-4157	CENTERFLOW	C214	ACFX	40852
4-4157	CENTERFLOW	C214	ACFX	40853
4-4157	CENTERFLOW	C214	ACFX	40854
4-4157	CENTERFLOW	C214	ACFX	40855
4-4157	CENTERFLOW	C214	ACFX	40856
4-4157	CENTERFLOW	C214	ACFX	40857
4-4157	CENTERFLOW	C214	ACFX	40858
4-4157	CENTERFLOW	C214	ACFX	40859
4-4157	CENTERFLOW	C214	ACFX	40860
4-4157	CENTERFLOW	C214	ACFX	40861
4-4157	CENTERFLOW	C214	ACFX	40862
4-4157	CENTERFLOW	C214	ACFX	40863
4-4157	CENTERFLOW	C214	ACFX	40864
4-4157	CENTERFLOW	C214	ACFX	40865
4-4157	CENTERFLOW	C214	ACFX	40866
4-4157	CENTERFLOW	C214	ACFX	40867
4-4157	CENTERFLOW	C214	ACFX	40868
4-4157	CENTERFLOW	C214	ACFX	40869

SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-4157	CENTERFLOW	C214	ACFX	40870
4-4157	CENTERFLOW	C214	ACFX	40871
4-4157	CENTERFLOW	C214	ACFX	40872
4-4157	CENTERFLOW	C214	ACFX	40873
4-4157	CENTERFLOW	C214	ACFX	40874
4-4157	CENTERFLOW	C214	ACFX	40875
4-4157	CENTERFLOW	C214	ACFX	40876
4-4157	CENTERFLOW	C214	ACFX	40877
4-4157	CENTERFLOW	C214	ACFX	40878
4-4157	CENTERFLOW	C214	ACFX	40879
4-4157	CENTERFLOW	C214	ACFX	40880
4-4157	CENTERFLOW	C214	ACFX	40881
4-4157	CENTERFLOW	C214	ACFX	40882
4-4157	CENTERFLOW	C214	ACFX	40883
4-4157	CENTERFLOW	C214	ACFX	40884
4-4157	CENTERFLOW	C214	ACFX	40885
4-4157	CENTERFLOW	C214	ACFX	40886
4-4157	CENTERFLOW	C214	ACFX	40887
4-4157	CENTERFLOW	C214	ACFX	40888
4-4157	CENTERFLOW	C214	ACFX	40889
4-4157	CENTERFLOW	C214	ACFX	40890
4-4157	CENTERFLOW	C214	ACFX	40891
4-4157	CENTERFLOW	C214	ACFX	40892
4-4157	CENTERFLOW	C214	ACFX	40893
4-4157	CENTERFLOW	C214	ACFX	40894
4-4157	CENTERFLOW	C214	ACFX	40895
4-4157	CENTERFLOW	C214	ACFX	40896
4-4157	CENTERFLOW	C214	ACFX	40897
4-4157	CENTERFLOW	C214	ACFX	40898
4-4157	CENTERFLOW	C214	ACFX	40899
4-4157	CENTERFLOW	C214	ACFX	40900
4-4157	CENTERFLOW	C214	ACFX	40901
4-4157	CENTERFLOW	C214	ACFX	40902
4-4157	CENTERFLOW	C214	ACFX	40903
4-4157	CENTERFLOW	C214	ACFX	40904
4-4157	CENTERFLOW	C214	ACFX	40905
4-4157	CENTERFLOW	C214	ACFX	40906
4-4157	CENTERFLOW	C214	ACFX	40907
4-4157	CENTERFLOW	C214	ACFX	40908
4-4157	CENTERFLOW	C214	ACFX	40909
4-4157	CENTERFLOW	C214	ACFX	40910
4-4157	CENTERFLOW	C214	ACFX	40911
4-4157	CENTERFLOW	C214	ACFX	40912
4-4157	CENTERFLOW	C214	ACFX	40913
4-4157	CENTERFLOW	C214	ACFX	40914
4-4157	CENTERFLOW	C214	ACFX	40915
4-4157	CENTERFLOW	C214	ACFX	40916
4-4157	CENTERFLOW	C214	ACFX	40917
4-4157	CENTERFLOW	C214	ACFX	40918
4-4157	CENTERFLOW	C214	ACFX	40919
4-4157	CENTERFLOW	C214	ACFX	40920
4-4157	CENTERFLOW	C214	ACFX	40921

# SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-4157	CENTERFLOW	C214	ACFX	40922
4-4157	CENTERFLOW	C214	ACFX	40923
4-4157	CENTERFLOW	C214	ACFX	40924
4-4157	CENTERFLOW	C214	ACFX	40925
4-4157	CENTERFLOW	C214	ACFX	40926
4-4157	CENTERFLOW	C214	ACFX	40927
4-4157	CENTERFLOW	C214	ACFX	40928
4-4157	CENTERFLOW	C214	ACFX	40929
4-4157	CENTERFLOW	C214	ACFX	40930
4-4157	CENTERFLOW	C214	ACFX	40931
4-4157	CENTERFLOW	C214	ACFX	40932
4-4157	CENTERFLOW	C214	ACFX	40933
4-4157	CENTERFLOW	C214	ACFX	40934
4-4157	CENTERFLOW	C214	ACFX	40935
4-4157	CENTERFLOW	C214	ACFX	40936
4-4157	CENTERFLOW	C214	ACFX	40937
4-4157	CENTERFLOW	C214	ACFX	40938
4-4157	CENTERFLOW	C214	ACFX	40939
4-4157	CENTERFLOW	C214	ACFX	40940
4-4157	CENTERFLOW	C214	ACFX	40941
4-4157	CENTERFLOW	C214	ACFX	40942
4-4157	CENTERFLOW	C214	ACFX	40943
4-4157	CENTERFLOW	C214	ACFX	40944
4-4157	CENTERFLOW	C214	ACFX	40945
4-4157	CENTERFLOW	C214	ACFX	40946
4-4157	CENTERFLOW	C214	ACFX	40947
4-4157	CENTERFLOW	C214	ACFX	40948
4-4157	CENTERFLOW	C214	ACFX	40949
4-4157	CENTERFLOW	C214	ACFX	40950
4-4157	CENTERFLOW	C214	ACFX	40951
4-4157	CENTERFLOW	C214	ACFX	40952
4-4157	CENTERFLOW	C214	ACFX	40953
4-4157	CENTERFLOW	C214	ACFX	40954
4-4157	CENTERFLOW	C214	ACFX	40955
4-4157	CENTERFLOW	C214	ACFX	40956
4-4157	CENTERFLOW	C214	ACFX	40957
4-4157	CENTERFLOW	C214	ACFX	40958
4-4157	CENTERFLOW	C214	ACFX	40959
4-4157	CENTERFLOW	C214	ACFX	40960
4-4157	CENTERFLOW	C214	ACFX	40961
4-4157	CENTERFLOW	C214	ACFX	40962
4-4157	CENTERFLOW	C214	ACFX	40963
4-4157	CENTERFLOW	C214	ACFX	40964
4-4157	CENTERFLOW	C214	ACFX	40965
4-4157	CENTERFLOW	C214	ACFX	40966
4-4157	CENTERFLOW	C214	ACFX	40967
4-4157	CENTERFLOW	C214	ACFX	40968
4-4157	CENTERFLOW	C214	ACFX	40969
4-4157	CENTERFLOW	C214	ACFX	40970
4-4157	CENTERFLOW	C214	ACFX	40971
4-4157	CENTERFLOW	C214	ACFX	40972
4-4157	CENTERFLOW	C214	ACFX	40973

# SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-4157	CENTERFLOW	C214	ACFX	40974
4-4157	CENTERFLOW	C214	ACFX	40975
4-4157	CENTERFLOW	C214	ACFX	40976
4-4157	CENTERFLOW	C214	ACFX	40977
4-4157	CENTERFLOW	C214	ACFX	40978
4-4157	CENTERFLOW	C214	ACFX	40979
4-4157	CENTERFLOW	C214	ACFX	40980
4-4157	CENTERFLOW	C214	ACFX	40981
4-4157	CENTERFLOW	C214	ACFX	40982
4-4157	CENTERFLOW	C214	ACFX	40983
4-4157	CENTERFLOW	C214	ACFX	40984
4-4157	CENTERFLOW	C214	ACFX	40985
4-4157	CENTERFLOW	C214	ACFX	40986
4-4157	CENTERFLOW	C214	ACFX	40987
4-4157	CENTERFLOW	C214	ACFX	40988
4-4157	CENTERFLOW	C214	ACFX	40989
4-4157	CENTERFLOW	C214	ACFX	40990
4-4157	CENTERFLOW	C214	ACFX	40991
4-4157	CENTERFLOW	C214	ACFX	40992
4-4157	CENTERFLOW	C214	ACFX	40993
4-4157	CENTERFLOW	C214	ACFX	40994
4-4157	CENTERFLOW	C214	ACFX	40995
4-4157	CENTERFLOW	C214	ACFX	40996
4-4157	CENTERFLOW	C214	ACFX	40997
4-4157	CENTERFLOW	C214	ACFX	40998
4-4157	CENTERFLOW	C214	ACFX	40999
4-4157	CENTERFLOW	C214	ACFX	41000
4-4157	CENTERFLOW	C214	ACFX	41001
4-4157	CENTERFLOW	C214	ACFX	41002
4-4157	CENTERFLOW	C214	ACFX	41003
4-4157	CENTERFLOW	C214	ACFX	41004
4-4157	CENTERFLOW	C214	ACFX	41005
4-4157	CENTERFLOW	C214	ACFX	41006
4-4157	CENTERFLOW	C214	ACFX	41007
4-4157	CENTERFLOW	C214	ACFX	41008
4-4157	CENTERFLOW	C214	ACFX	41009
4-4157	CENTERFLOW	C214	ACFX	41010
4-4157	CENTERFLOW	C214	ACFX	41011
4-4157	CENTERFLOW	C214	ACFX	41012
4-4157	CENTERFLOW	C214	ACFX	41013
4-4157	CENTERFLOW	C214	ACFX	41014
4-4157	CENTERFLOW	C214	ACFX	41015
4-4157	CENTERFLOW	C214	ACFX	41016
4-4157	CENTERFLOW	C214	ACFX	41017
4-4157	CENTERFLOW	C214	ACFX	41018
4-4157	CENTERFLOW	C214	ACFX	41019
4-4157	CENTERFLOW	C214	ACFX	41020
4-4157	CENTERFLOW	C214	ACFX	41021
4-4157	CENTERFLOW	C214	ACFX	41022
4-4157	CENTERFLOW	C214	ACFX	41023
4-4157	CENTERFLOW	C214	ACFX	41024
4-4157	CENTERFLOW	C214	ACFX	41025



# SCHEDULE B TO ASSIGNMENT

COMPANY'S LEASE NO.	CAR TYPE	AAR DESIGNATION	CAR INITIAL	CAR NUMBER
4-4157	CENTERFLOW	C214	ACFX	41026
4-4157	CENTERFLOW	C214	ACFX	41027
4-4157	CENTERFLOW	C214	ACFX	41028
4-4157	CENTERFLOW	C214	ACFX	41029
4-4157	CENTERFLOW	C214	ACFX	41030
4-4157	CENTERFLOW	C214	ACFX	41031
4-4157	CENTERFLOW	C214	ACFX	41032
4-4157	CENTERFLOW	C214	ACFX	41033
4-4157	CENTERFLOW	C214	ACFX	41034
4-4157	CENTERFLOW	C214	ACFX	41035
4-4157	CENTERFLOW	C214	ACFX	41036